THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

T054087
INTELLIGENT TRANSIT BUS SYSTEMS

ADDENDUM # 4
5/15/2014

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY MONDAY, MAY 19, 2014 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

Additional bus specifications:

All UA Nova LFS – There are two doors per bus and the sizes are:

Nova: Front Door- 49 ½ "
Rear Door-36 ½ "

All UA Eldorado – There are two doors per bus and the sizes are:

Eldorado: Front Door-40 ½"
Rear Door-39 ¼ "

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T054087.pdf

THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

T054087
INTELLIGENT TRANSIT BUS SYSTEMS

ADDENDUM # 3
5/14/2014

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY MONDAY, MAY 19, 2014 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

Section 5.1 Event Dates

Proposals Due Date has been extended to Monday, May 19, 2014.

Tentative – Contract Finalization has been extended to Friday, May 30, 2014.

Addendum No. 2 dated

Questions and Answers – Please see the attached technical information for both type buses used by the University.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T054087.pdf

TECHNICAL SPECIFICATIONS

DESIGNERS AND ENGINEERS SPENT COUNTLESS HOURS MAKING EVERY LINE ATTRACTIVE. ESPECIALLY THE BOTTOM ONE.

At Nova Bus, we're driven by your city. But we're also driven to build sleek-looking buses that combine high performance with a competitive life cycle cost. And that's precisely what we're doing. From an engineering perspective, well, let's just say we don't take a back seat to anyone, with proven technologies, high fuel efficiency and an ease of maintenance. All of which contribute to cost savings and a highly attractive bottom line.

NOVA BUS
Driven by your city

NOVA BUS SPECIFICATIONS

LENGTH	40.0'	62.0'
PROPULSION OPTIONS	ULSD, Hybrid	
SEATING CAPACITY	Up to 41	Up to 62
LOADING CAPACITY (SEATED AND STANDING)	Up to 80	Up to 112
ELECTRIC/ELECTRONIC SYSTEM	Volvo Multiplex system (VBEA)	
STRUCTURE	Stainless steel	
OUTSIDE SHELL	Fiberglass and thermoplastic skirt panels	
ROOF-MOUNTED HVAC	Multiplex control Carrier heater Carrier AC 353 with 05G compressor Thermo King Athenia with X430 compressor	
STOP HEIGHT	Not kneeled: 14.6" Kneeled: 10.6"	
WIDTH	102.0"	
HEIGHT (WITH AC)	ULSD: 124.0" Hybrid: 128.0"	
WHEELBASE	Front to rear axle: 244"	Front to mid axle: 244" Mid to rear axle: 253"
INTERIOR HEIGHT	93" excl. rear axle 76" above rear axle	
TURNING RADIUS (OUTSIDE BODY)	40' 10"	44' 8"
TIRES	Michelin XZU2 305-70R22.5	Front & rear tires: Michelin XZU2 305-70R22.5 Mid tires: Continental HDU1 385-55R22.5
FLOORING SYSTEM	Composite	
DOOR WIDTH	35" or 47"	
ENGINE OPTIONS	ULSD: Cummins ISL 8.9 280 HP Hybrid: Cummins ISB 6.7 280 HP	ULSD: Cummins ISL 8.9 330 HP Hybrid: Cummins ISL 8.9 330 HP
TRANSMISSION OPTIONS	ULSD: ZF EcoLife (6 sp) Allison B400R (6 sp) Voith D864.5E (4 sp) Hybrid: Allison H 40 EP	ULSD: ZF EcoLife (6 sp) Allison B500R (6 sp) Voith D864.5E (4 sp) Hybrid: Allison H 50 EP
AXLES	Front ZF RL-85 Rear ZF AV-132	Front ZF RL-85 Mid ZF AVN-132 Rear ZF AV-132
BRAKE SYSTEM	All-wheel disc brakes	
FUEL TANK CAPACITY	ULSD: 125 US gal. Hybrid: 82 US gal. or 125 US gal.	ULSD: 142 US gal. Hybrid: 142 US gal.

OPTIONS AVAILABLE:

- Suburban or shuttle applications
- Under-seat lighting
- Overhead luggage racks
- Personal reading lamps
- Work tables
- Wide doors
- Bike rack
- Flush-mounted windows
- Profiled roof treatment
- BRT-style mirrors
- Integrated front fascia with recessed fog lights
- Smooth exterior side walls
- Color-coordinated wheel covers and sleek rear fascia

These specifications are based on the latest product information available at press time and are subject to change. Contact your Nova Bus sales manager for complete details on standard features and options available.

1-800-350-6682 | novabus.com

May 2011

E-Z Rider II BRT

ElDorado National - California
Thor Industries Commercial Bus Division

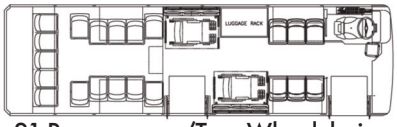
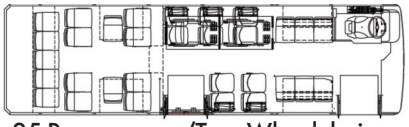
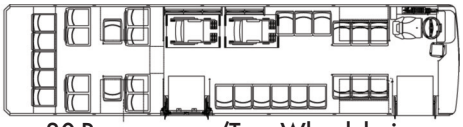
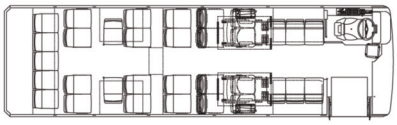
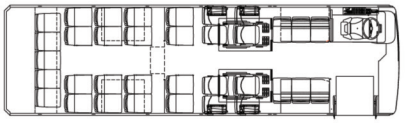
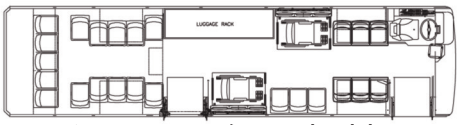
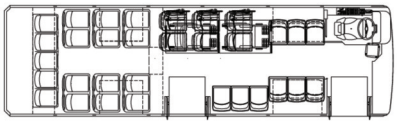
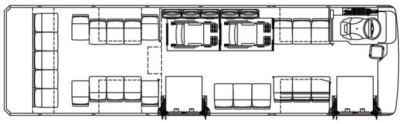
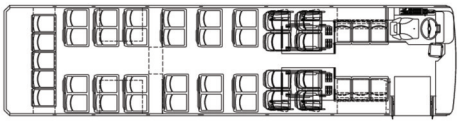
30', 32' and 35' Low Floor BRT Bus

BRT - Driving into the future!

Separate your fleet from the ordinary! Leading edge BRT styling offers an inviting environment for your passengers. The aerodynamically swept front end commands attention, while the largest panoramic windshield in the industry offers unparalleled driver visibility. Large, hidden frame passenger windows add an additional degree of sophistication. Interior accommodations on the BRT tend to every passenger need. LED interior lighting, next-generation passenger seating, and total interior customization are designed to satisfy your customer!

BRT - designed to turn heads and not wrenches. Domestically produced and transit proven drive train components, multiplex electrical system, and HVAC keep downtime to a minimum. With the legendary E-Z Rider II monocoque safety cage, the E-Z Rider II BRT is designed and built to take real-world punishment year after year.

BRT = flexibility. As with all ElDorado National rear engine, low-floor buses, the BRT offers front and/or center doors with ADA compliant wheelchair ramps. Looking for clean fuel technology? Look no further than the E-Z Rider II BRT. The BRT is available with transit-tested diesel, propane, CNG, LNG and electric hybrid systems. The E-Z Rider II BRT - a look that will move you!

30' MODEL	32' MODEL	35' MODEL
		
21-Passenger w/Two Wheelchairs or 27 Passengers	25-Passenger w/Two Wheelchairs or 31 Passengers	30-Passenger w/Two Wheelchairs or 35 Passengers
		
25-Passenger w/Two Wheelchairs or 33 Passengers	27 Passengers w/Two Wheelchairs or 35 Passengers	24-Passenger w/Two Wheelchairs or 30 Passengers
		
26-Passenger w/Two Wheelchairs or 32 Passengers	24-Passenger w/Two Wheelchairs or 29 Passengers	35-Passenger w/Two Wheelchairs or 43 Passengers

Technical Specifications

	30´ Model	32´ Model	35´ Model
GVWR	31,280 lbs.	35,000 lbs.	35,000 lbs.
Body length	30´ 7˝	31´ 3˝	35´ 7˝
Body width	102˝	102˝	102˝
Wheelbase	160˝	168˝	220˝
Approach angle	9°	9°	9°
Breakover angle	13°	13°	10°
Departure angle	9°	9°	9°
Seating	Up to 33 passengers	Up to 35 passengers	Up to 43 passengers
Body height	125˝ with exhaust, 126˝ with roof HVAC, 136˝ with CNG		
Interior height	95˝ over front axle, 78˝ over rear axle		
Step height – front door	14.38˝		
Step height – center door	14.38˝		
Wheelchair ramp locations	Front and/or center doors		
Available Engines	Cummins - diesel, CNG, LNG, LPG Hybrid Electric		
Available Transmissions	Allison - B300R, B400R, Voith, ZF		
Fuel tank capacity	80 gallons (diesel)		
Passenger HVAC	Roof or rear mounted		
Driver's HVAC	Dash mounted		
Front axle	ArvinMeritor		
Rear axle	ArvinMeritor		
Brakes	S-cam drum w/automatic slack adjusters		
Tires	275/70R 22.5		
Front Door	Slide Glide		
Rear Door	Slide Glide		
Electrical system	I/O Controls multiplex or relay logic wiring		
Suspension	Air – 2 bag per axle; trailing arm taper leaf		

Popular Optional Equipment

(Note: This is only a partial listing of optional equipment. For more complete information, contact your ElDorado National representative.)

HVAC
- Thermo King and Carrier passenger compartment heating and air conditioning systems
- Convector base board heating system
- Auxiliary coolant heating systems

Seating
- Perimeter, forward facing and combination seated floorplans
- Complete range of padded commuter and vandal resistant transit seating
- Broad line of air and mechanical suspension driver's seats

Windows and Doors
- Tip-in transom, T-sliding transom, full height sliding and hidden frame passenger windows
- Vandal resistant barriers and tinting on passenger windows
- Center door interlock and sensitive door edges
- Vapor hidden frame plug or slide glide doors

Paratransit
- Able to provide handicapped accessibility and meet all applicable ADA requirements
- Front and/or center door power or manual wheelchair ramps; Ricon, Lift-U or ENC foldover style
- All support equipment such as wheelchair tie-down securements, flip seats, assist handrails, stop request systems, etc. are available

Comfort, Appearance, & Safety
- Full range of front, side and rear electronic destination signs
- Integrated voice announcement and digital surveillance systems
- AVL/GPS systems
- Aluminum wheels
- Fire suppression and/or methane detection systems
- First aid kit, fire extinguisher, roadside flares/reflectors
- RCA rubber of Altro Transflor flooring
- Full range of attractive paint schemes and custom lettering
- Motorized and heated exterior mirrors
- LED interior and/or exterior lighting packages
- Removable lower skirts
- Sportworks front mounted bike rack

At ElDorado National, we constantly improve our product; as a result all specifications and dimensions are subject to change without notice.

ElDorado National - California
Thor Industries Commercial Bus Division

9670 Galena Street • Riverside, CA 92509 • **(909) 591-9557**

THOR AMERICA'S BEST BUS INVESTMENT

ISO 9001 CERTIFIED

Printed on recycled paper as part of ElDorado National's continuous effort to minimize waste and conserve our natural resources.
09/09/08

THE UNIVERSITY OF ALABAMA

REQUEST FOR PROPOSAL

T054087
INTELLIGENT TRANSIT BUS SYSTEMS

ADDENDUM # 2
5/2/2014

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY WEDNESDAY, MAY 14, 2014 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The attached Questions and Answers shall become part of the Request for Proposal.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T054087.pdf

Questions and Answers for RFP T054087 Intelligent Transit Bus Systems:

1. **What is the desired timeframe for completing this project?**
   Answer: Completed prior to Fall classes starting 20 Aug, 2014

2. **Is there a DBE/MBE requirement?**
   Answer: No

3. **What is the approximate budget for this project? Has funding already been allocated?**
   Answer: Yes, funding has been allocated.

4. **Under section 4.4 Technical Specifications: Please explain what is meant by a desktop preview program that will permit testing. Since the desired hardware is installed and operates on buses, it is not clear how this would be demonstrated on a desktop computer. Would a demonstration of the management software in use by another customer suffice?**
   Answer: A demonstration of the management software in use is sufficient.

5. **Under section 6.10:**
   a. **A Certificate of PCI Compliance is not included with the RFP. Please provide this certificate.**
      Answer: This certificate is not required for this project.

   b. **Can the successful vendor obtain the insurance certificate after contract award? Obtaining insurance represents a cost for the vendor to bear.**
      Answer: Due to timeline for completion of the project, insurance must be available upon request. See Specification 5.39 Insurance The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request and prior to a purchase order or contract being issued.

6. **How many fixed routes are operated?**
   Answer: Nine, 7 during the day and 2 night time routes. Additional event routes will be added to the system.

7. **How is route configuration information provided? Through GTFS format or something else?**
   Answer: This info can be configured however the successful bidder needs it.

8. **Please provide the following data for each make/model/year of bus at the university:**
   a. **Number of passenger doors per bus** – Answer: 2 doors
   b. **Overall dimensions of those doors and the clear width between the handrails of those doors**
      Answer: See attached
   c. **Specifications on the existing interior Luminator/Twin Vision signs. Please provide an interface control document which describes the communication protocols needed to transmit data to these signs.**
      Answer - All available documentation will be provided.
   d. **Data bus available on each type of vehicle (J1708, J1939, OBDII, etc.)**
      Answer – Yes, all are compliant.
   e. **Is a data bus connector located at the front of the vehicle near the driver compartment? If not, where are the connectors located?**
      Answer: yes
   f. **What is the availability of an existing and operational public address system in each bus type? Do all buses have both interior and exterior speakers? What is the make/model of the PA system components (amplifier, control/head unit)?**
      Answer: Yes, both interior and exterior speakers
   g. **Will the university provide wiring diagrams to the successful vendor showing: (**
      i. Constant power source

ii. Switched power source
iii. Reverse light circuit
iv. Speedometer circuit
v. Speaker/amplifier/head unit wiring locations

Answer: Yes, we are waiting for approval from the manufacturer to provide these documents. Once we receive the approval the documents will be loaded to a Box.com account. You will need to send a request to access the files to Pollye Hardy at phardy@fa.ua.edu.

h. Photos for each of the bus types showing the desired location of the interior LED signage for the annunciation system; and photos showing the top of the door frame mounting locations for the automatic passenger counters.

Answer - Industry standards are acceptable for mounting. As long as the mounting meets ADA requirements and is not intrusive.

9**.. Is JSON an acceptable web service to use?**

Answer: yes

10. **How quickly should route detours/additions and stop information be entered into the system?**

Answer: ASAP, however for larger changes a two week turnaround is acceptable.

11. **How should routes and stops be entered into the system? Would it be beneficial for administrators to be able to create routes and stops by pointing and clicking on a visual map interface?**

Answer: Manually by operator or supervisor - yes

12. **How quickly should map changes (building locations, street detours, street names) be made?**

Answer: ASAP, however a two week turnaround is acceptable.

13. **Is there a quantity of route/stop/vehicle changes that Alabama is comfortable with or is unlimited a requirement?**

Answer: This does not have to be unlimited; however, must have the ability to make changes and updates at least quarterly.

14**. Is there a simultaneous user limit threshold that Alabama is comfortable with or is unlimited a requirement?**

Answer - If based number of potential vehicles operating the system at one time the user threshold can be a maximum of 100, if not, unlimited.

15. **Does Alabama need to segment ridership by type? - Student vs Hospital, On-campus vs. Off-campus, etc.**

Answer: We have both on and off-campus ridership. The ability to segment the two would be a good feature but not a requirement.

16**. Is it required to integrate the AVA and AVL systems?**

Answer: No, but would be an added benefit.

- For example, if a bus stop is moved/name edited in the ALV system, should it automatically be impact the AVA system?

Answer: That would be a nice feature but this could be accomplished manually.

- **Similarly, if a bus stop is edited for one route, but additional routes use this stop - should it update throughout automatically or be edited one-by-one?**

Answer: Automatically is a great option but we still need the ability to manually change as well.

17. **Section 4.4 - 2, Tech Spec, Contractor Responsibilities – Are schematic plans and design documents required with bid response, or are these required from the successful respondent after award but prior to installation?**

Answer: Yes, we are waiting for approval from the manufacturer to provide these documents. Once we receive the approval the documents will be loaded to a Box.com account. You will need to send a request to access the files to Pollye Hardy at phardy@fa.ua.edu.

18. **Please confirm if all 32 vehicles have 2 doors, and if each door on each bus should include an automated passenger counter.**

Answer - Each bus has 2 doors. We want the ability to count passengers entering and exiting the bus.

19. **Is the University of Alabama is exempt from all sales and use taxes, or should any taxes be included in the cost proposal?**

The University is tax exempt from sales and use tax.

20. **Section 6.6 Criteria 2 – Product/Services Defined**

2.A.7 Please provide an explanation as to what is meant by an internal announcement and an external announcement. It is not clear what is meant by this requirement.

The ability to project the sound both inside and outside the bus.

21. **Please provide a system description of the speakers and amplifiers currently installed on the vehicles.**
Answer: Six, six inch speakers on the 40' Nova fleet. 30' Eldorado, one exterior speaker and two interior

22. **Please provide schematics and API information for the Luminator-TwinVision interior signs that provide requirements for integration.**

Answer: This will be provided to successful proposal.

23. **Section 5.29 — Typically, background and substance abuse testing is required only for safety related service, such as drivers and mechanics. The spec does not specify if ITS vendors are included in this instance. Please clarify.**
Answer - ITS vendors are included in this instance.

24. **Section 5.30 — Indicates that annual customer surveys are to be conducted. Would Avail Technologiesbe required to conduct these surveys as part of the ITS project, and if so, how would the University of Alabama define "customers "in this instance? Are we to assume that Avail would be responsible for surveying the University's ridership?**
Answer - No, the university conducts customer service surveys internally or contracted externally outside of this RFP.

25. **Are all of the vehicles equipped with Luminator Headsigns? Or is there a mix of different manufacturers and whose are they?**
Answer - 2 Luminator signs and the rest Twinvision

26. **Are all vehicle headsigns J1708/J1587 enabled?**
Answer - unknown

27. **What is the model number and firmware version of the internal existing LED signs?**
Answer - Only two vehicles, 2013 Nova LFS buses have internal LED signs.

28. **Are the internal existing signs J1708/J1587 enabled?**
Answer - unknown

29. **Do all the vehicles have radio equipment boxes? What are the dimensions? What other equipment is mounted in these boxes and what space is available?**
Answer - All have overhead standard equipment boxes. We do have camera recording mounted but there is room for other ITS equipment. Six of the 32 have separate ITS equipment boxes. The 40' Novas have approximately four foot boxes and the 32' Eldorado's 2x 3 boxes. All new purchased buses have separate equipment box areas.

30. **Is there any requirement for real-time data/AVL/Schedule data to be sent from the fleet to servers?**
Answer - No, this is already equipped on the buses; however you can quote this option.

31. **Is the University of Alabama providing the Wireless Infrastructure and access points so that vehicles can be updated and data offloaded? If so, what are the details of the equipment, location of access points at facilities where the vehicles are serviced nightly, security requirement, etc.?**
Answer - The University will provide wireless infrastructure either at the bus hub or the shop/holding area.

32. **What scheduling software, utilities, and capabilities do you use for RUN and BLOCK cutting? (i.e. how do you create and maintain existing schedules today?)**
Answer - Through fixed timetables and management tools in the current AVL system.

33. **How many service levels do you have?**
Answer - Full service 16-17 buses from 7am-7pm, then 9 buses from 7pm-10pm in the Fall and Spring. Limited service (9 buses) in the summer. Additionally there are limited late night routes on Thursday-Saturday.

34. **How do you currently count passengers and ridership as well as fare types? Do the drivers use manual counters or write it down on a piece of paper?**
Answer - UTA passenger counting system

35. **How many stops, routes, time points are in your system?**
Answer - 69 route stops (some combined), Nine routes, 7 during the day and 2 night time routes. Additional event routes will be added to the system.

36. **How many drivers do you have?**
Answer - Approximately 56

37. **How often do you make changes to and publish schedules?**
Answer - No more than once a semester but usually one per year if then.

38. **Do you run HEADWAY routes? Scheduled routes? And how many? If you do run HEADWAY routes, please describe how they operate? (i.e. are they scheduled at fixed times/schedules? Or will a bus come at every xx minutes?)**
Answer - fixed time schedules

39. **What type of "SPECIAL" service do you run for special events and activities, such as sporting events, etc.? Please describe.**
Answer - We run bus service for a variety of events to include: football, basketball, graduation etc.

40. **What other equipment is mounted in and around the dash area? (i.e. radio, existing MDTs, etc.)**
Answer - Only a two way push to talk mount and radio

50. The instructions **to bidders do not allow for subcontractors. Will the University of Alabama allow subcontractors for installation work?**

Answer – yes, if identified in the RFP explaining exactly the role and purpose of each subcontractor See Specification 6.6 No. 1 Respondent Compliance

The RFP makes mention of the NovaITS system:

60. **Do we understand correctly that this is a proprietary hardware/software system made by NovaBus with similar functionality to what is being requested in the RFP?**
Answer - Only AVA hardware has been installed on two buses

61. **Would UA be able to describe what that system does and how it works in a few sentences?**
Answer - The hardware would provide stop announcements and have the ability to provide fleet management when the software is added.

62. **Could UA provide a brief scope of what the expectation is for integration? Example: repurpose NovaITS amplifier, log on to NovaITS hardware, etc.**
Answer – Please quote an option to repurpose the NovaITS hardware to use with your system.

63. **Regarding interior mounted Luminator LEDs for the annunciators, could UA provide model numbers and whether or not they are enabled for (A) J1708 or (B) RS232?**
Answer - Interior LEDs are not mounted other than request for stop where the operator can see.

64. **For APC, is it possible to provide a fleet roster with:**
Bus number
Answer – The information will be provided to successful respondent

- **Luminator interior-facing AVA LED model number, if equipped**
- **Make and model of PA system amplifier, if equipped (for AVA)**
- **Number of doors (for APC)**
  Answer - 2 doors
- **Maximum passable width of each door when open (for APC)**
  Answer – See attached

65. **When references are made to "Vehicle data management" – does this refer to a desire to have J1708 or J1939 onboard diagnostic information relayed to central system software? Or does it refer to the central system itself that collects other vehicle data like GPS points, APC counts, etc.**
Answer – This refers to a central system itself that collects other vehicle data like GPS points, APC counts, etc.

66. **The RFP references PCI compliance and includes a certification; we understand this is only for credit card processing software, but don't see mention made to any payment related technologies. Are there other fare collection type systems desired and is this certification required of all vendors regardless?**
Answer: No

67. **It is our understanding that UA is not interested in real-time passenger information systems as part of this procurement and does not want to see alternative proposals to replace the Transloc system. Is this correct?**
Answer - The primary purpose of this proposal is a voice annunciation system; however, we will evaluate alternate proposals for additional systems.

68. **If UA would like the transloc system is to co-exist with the proposed AVA/APC system, does UA intend to keep two separate cellular/GPS systems on board for this purpose, and/or are there any integrations required or desired?**

Answer - If necessary we will; however, optimally we want to integration an use only one cellular/GPS system.

69. **Can UA provide some context on the need for a July 19th go-live date? That timeline is relatively short to deploy for a fleet of UA's size and may impact cost and quality. Would the university consider a later date, perhaps September or October?**
Answer - The goal is to have the system implemented by the start of Fall 2014 classes. However, respondents should provide a timeline their company can provide.

70. **With a 5/14 due date and award/contracting estimated around 5/21, getting parts in hand by 6/21 would be a very fast schedule, and that gives prospective bidders only a short time to plan, execute and test the equipment by 7/9.**
Answer - Final implementation including testing should be completed NLT 20 August 2014 in order to be ready for Fall 2014 classes. Minor necessary corrections can be completed based on testing

THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

T054087
INTELLIGENT TRANSIT BUS SYSTEMS

ADDENDUM # 1
4/28/2014

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY WEDNESDAY, MAY 14, 2014 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

Section 5.1 Event Dates

Monday, April 28, 2014 Response to Questions has been extended to Thursday, May 1, 2014.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T054087.pdf

THE UNIVERSITY OF
ALABAMA

Request for Proposal- T054087

Proposal Due Date – May 14, 2014

Intelligent Transit Bus Systems

THE UNIVERSITY OF ALABAMA

REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

INVITATION NO.: T054087

Issue Date: April 11, 2014

Title: Intelligent Transit Bus Systems

Buyer: Pollye Hardy

Phone: 205-348-3952

Email: phardy@fa.ua.edu

RETURN ALL COPIES OF PROPOSALS TO:
THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT
(Street Address) 1101 Jackson Ave Suite 3000
Tuscaloosa, Alabama 35401
OR
(Mailing Address) Box 870130
Tuscaloosa, Alabama 35487
PHONE: (205)348-5230 FAX: (205) 348-8706

Proposal Responses may NOT be faxed or emailed.

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 05/14/2014 @ 2:00 P.M. CST TIME

Proposal number and opening date must be clearly marked on the outside of all proposal packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the proposal opening.
2. The University's General Terms and Conditions and Instructions to Bidders, viewable at www.purchasing.ua.edu/vendors apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Request for Proposal and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders
   In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557**; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this proposal, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
2. The contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals and will not be communicated to any such person prior to the official opening of the proposal or proposals.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	**NAME OF COMPANY:**	**PHONE:**
FEDERAL EMPLOYER ID NO.:	**ADDRESS:**	**FAX:**
PAYMENT TERMS:	**ADDRESS:**	**E-MAIL:**
SHIPPING TERMS: **F.O.B. DESTINATION–PREPAID AND ALLOWED**	**CITY, STATE & ZIP CODE:**	**DATE:**
QUOTE VALID UNTIL:	**SIGNATURE:**	**Typed/Printed Name of Signor**

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the information requested in the spaces provided.

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THE UNIVERSITY OF ALABAMA
REQUEST FOR PROPOSAL

1.0 INTENT AND SCOPE

The University of Alabama is seeking sealed proposals from qualified contractors to furnish, deliver, install and implement intelligent transit bus systems for thirty-two (32) transit buses that are a part of the University's transit system as per attached general and technical specifications. The University is interested in proposals that include, but are not limited to: 1) Automatic Voice Annunciation System, 2) Passenger Counting System and Transit Reporting, Hosting and Management System. Contractors are encouraged to quote not only these systems, but other systems that integrate as part of an overall system package. Each system should be quoted separately. The University reserves the right to only purchase certain systems, to purchase all from one contractor or from more than one contractor.

The general and technical specifications, together with the related information, drawings and any addenda, comprise the requirements for this project. The Contractor must begin providing the products and/or services on the date stated in the Special Conditions and the execution of a contract or purchase order.

Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates , and The University of Alabama in Huntsville, Huntsville, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama.

2.0 INFORMATION AND EXPECTATIONS

The University of Alabama, the State of Alabama's oldest public university located in Tuscaloosa, is a senior comprehensive doctoral level institution. The University was established by constitutional provision under statutory mandates and authorizations. Its mission is to advance the intellectual and social condition of the State through quality programs of teaching, research, and service. As one of the major residential campuses in the State, the University enhances the academic and personal growth of its approximately 35,000 students and workforce of 6,000 through its on-campus environment. The University's research, creative activities, and instructional programs form a foundation for extensive service activities, establishing a number of partnerships with business, non-profit organizations, and government through applications of new knowledge. These relationships often extend beyond the bounds of the State as the University assists developmental efforts at regional, national, and international levels.

The University maintains a philosophy of excellence in all of its programs. The University expects its Contractors to provide and adhere to the same standard of excellence and the products and/ or services provided must be reflective of this quality. The University expects the Contractor to provide the customer service, time, resources and personnel necessary to provide excellent products and/ or services.

The University Transit System currently includes the following buses that will have systems installed as the result of the initial purchase:

16 each - 2007 NOVA Buses

2 each - 2009 NOVA Buses

2 each - 2010 NOVA

2 each - 2011 NOVA

2 each - 2012 NOVA

2 each – 2013 NOVA

2 each – 2014 NOVA

4 each – 2014 Eldorado

The First Transit garage facility will be the site of installations.

3.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Alabama prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or “proposal” means the Respondent(s) response to this Request for Proposal.

The term "Respondent" means a person, company, corporation or other the entity group submitting a proposal.

The term “Contract” shall mean the contract awarded to a Contractor pursuant to this Solicitation.

The term "Contractor" means the entity receiving a contract award.

The term “Immigration Law” means the Alabama Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990 and the Beason-Hammon Taxpayer and Citizen Protection Act (Act 2011-535).

The term "Purchasing" means The University of Alabama, Purchasing Department, Room 1101 Jackson Ave, Suite 3000, South Lawn Office Building, Tuscaloosa, AL 35401.

The term "Purchasing Officer" means The University of Alabama’s appointed contracting representative.

The term "Responsible Respondent" means a Respondent who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means The University of Alabama.

The term “Premises” means University facilities located in Tuscaloosa, AL.

The term “Facilities” means existing University real properties and any improvements thereon or those acquired after award of the RFP.

4.0 GENERAL SPECIFICATIONS

4.1 Contract Term

Pricing for this contract shall be firm for the contract option that is awarded by the University. The University is requesting pricing proposals for three time period options for which pricing is requested: three (3) years; five (5) years and ten (10) years.

The Initial Term of the Contract awarded by this RFP shall be for a one of the following three pricing options:

- Option 1 - period of three years (36 months)
  If the three (3) year option is awarded, the pricing shall be firm for three years with the option for renewal. Upon mutual agreement between the successful contractor and The University of Alabama, this contract may be renewed for seven (7) additional twelve-month periods at the original bid price quoted for the renewal year. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written agreement to The University of Alabama sixty days prior to the renewal year.

- Option 2 – period of five years (60 months)
  If the five (5) year option is awarded, the pricing shall be firm for five years with the option for renewal. Upon mutual agreement between the successful contractor and The University of Alabama, this contract may be renewed for one (1) additional five (5) year period at the original bid price quoted for the renewal year. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written agreement to The University of Alabama sixty days prior to the renewal year.

- Option 3 – ten years (120 months)
  If the ten (10) year option is awarded, the pricing shall be firm for ten (10) years pricing with no renewal option.

- Option 4 – alternate plan proposed by your company

Respondents may propose all or part of the option requested. However, all costs associated with the options shall be included in the proposal. The University will choose the option that is the most advantageous for the University. Failure to do so may eliminate your response from consideration in the RFP evaluation and award.

4.2 Effective Date

The anticipated effective date of the contract shall be June 9, 2014 or the date upon which the Parties execute the contract and all appropriate approvals have been received whichever is later.

4.3 Entire Contract

The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Respondent and the University which shall bind the successful Respondent to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University's Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Respondents are not to accept or ship items against a requisition number "R" #.)

The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University's General Terms

and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Respondent.

4.4 Technical Specifications – Contractor Responsibilities

Respondent must meet or exceed all the requirements below to be considered in the RFP award process.

Any products or services that the successful contractor or department would like to have added to the contract must be approved by the Procurement Department.

1. Contractor shall furnish, deliver, install, test, implement and provide support for systems.
2. Contractor shall submit schematic plans and design documents for review and approval by the University.
2. Contractor shall provide all hardware and software to make systems fully functional.
3. Contractor must provide a desktop preview program that will permit testing of each system quoted.
4. Systems must have at a minimum a one year warranty.
5. Contractor shall install systems at the First Transit garage facility and coordinate work with the existing on-site conditions and infrastructure.
6. Contractor shall be responsible for any damage caused to buses and responsible for paying for the repairs.
7. Contractor shall secure the work area at the end of each work day.

4.5 Technical Specifications – Automatic Voice Annunciation System

1. System shall be fully automated.
2. System shall comply with The Americans with Disabilities Act requirements
3. Announcements onboard the vehicle shall be triggered for pre-defined locations
4. Driver friendly operation when necessary to override automated announcement
4. System shall be fully secured and operate in harsh conditions including freezing temperatures and 100% humidity.

4.6 Technical Requirements – Automatic Passenger Counting System

1. System shall be installed securely and withstand harsh environment
2. Data is automatically collected and provides customized report information for transit system

4.7 Technical Requirements – Vehicle Reporting, Hosting and Management System

1. System provides reporting to include passenger type, location, time, stop, route and trend
2. System provides vehicle data management and updates per vehicle
3. System provides automated passenger counting reports and audits per vehicle

4.8 Financial Specifications

1. It is the Respondent's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Respondent in response to this Solicitation.

2. The quoted price involving equipment must include all necessary accessories to make a complete functioning unit unless specifically stated in the Solicitation.

3. Quoted price must include all costs necessary for the production of the specified products including shipping and handling, installation, training and implementation, when applicable.

4. Quoted price must include all travel expense associated with the products and services required by this RFP.

5.0 PROPOSAL GENERAL REQUIREMENTS

5.1 Key Event Dates

Although subject to change, the University expects to adhere to the following time and event schedule relative to this RFP Process.

Monday, April 14, 2014	RFP Posted to Website
Thursday, April 24, 2014	Deadline to Submit Questions
Monday, April 28, 2014	Response to Questions
Wednesday, May 14, 2014	Proposals Due
Friday, May 23, 2014	Tentative - Contract Finalization
Monday, June 9, 2014	Contract in Place
Thursday, July 17, 2014	Initial Installation Complete
Thursday, July 31, 2014	Final Installation Complete and System Fully Operational

*Dates are approximate

5.2 Issuing Department

The Purchasing Department at the University of Alabama is the issuing department for this RFP and all subsequent addenda relating to it. The reference number for the Proposal is defined on the Purchasing Department RFP cover sheet. This number must be referenced on all proposals, correspondence, and documentation relating to RFP inquiries.

5.3 Respondent Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Respondent's firm, each Respondent who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Respondent. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Respondent. Without the prompt information, any communication shortfall shall reside with the Respondent.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Additional contact persons with same information provided as primary contact

This contact information, intent to propose and questions may be transmitted via fax or e-mail to:

Pollye Hardy
Associate Manager
Purchasing Department
The University of Alabama
Box 870130
Tuscaloosa, AL 35487-0130
Phone: (205) 348-3952
Fax: (205) 348-8706
E-mail: phardy@fa.ua.edu

Or

Pollye Hardy
Associate Manager
Purchasing Department
The University of Alabama
1101 Jackson Ave Suite 3000
Tuscaloosa, AL 35401

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

5.4 Preparation of Offers

Respondent is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Respondent will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Respondent's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be submitted in a single volume except as otherwise specified.

An electronic version of University's General Terms and Conditions and Instructions to Respondents are available through The University of Alabama Purchasing website:

http://purchasing.ua.edu/vendors/General_Terms_and_Conditions.pdf

http://purchasing.ua.edu/vendors/instructions-to-bidders.pdf

In the event of any conflict between any provision of this RFP and any provision of the above referenced General Terms and Conditions and Instructions to Bidders, the provisions of this RFP will control and shall be contracting and binding on the parties.

5.5 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined in accordance with the Transmittal Letter, Section 6.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Respondents shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

5.6 Proposal Submission and Deadline

Respondent must provide three (3) printed copies and one (1) jump drive of each proposal in a sealed cover, prior to 2:00 P.M. CST on date as specified in Section 5.1 Key Event Dates and addressed to the Purchasing Officer as listed Section 5.3 Respondent Communication. The Purchasing Department accepts deliveries Monday – Friday, 8:00 AM – 4:45 PM.

Respondents must retain a copy of their proposal for their records and use.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or emails are not acceptable.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Respondent on the face of the envelope.

Due to imaging requirements, responses and additional data must not be permanently bound. Proposals may be stapled, in folders, three-ring binders or clipped. No shiny or slick paper.

5.7 Addenda

Any addenda or instructions issued by the Purchasing Department prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

5.8 Financial Statements

If requested by the University, a copy of Respondent's audited financial statement for the previous accounting year shall be sent by overnight delivery to the requesting Purchasing Officer within seventy-two (72) hours of request.

Confidential/proprietary information such as company's financial statements must be placed in a separate envelope and marked confidential. This information can only be kept confidential "to the extent permitted by law". Co-mingling of confidential/proprietary information is NOT acceptable. The response is not confidential and is a matter of public record. Neither a proposal response in its entirety, nor proposed pricing will be considered confidential/ proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

5.9 Respondent Presentations

All Respondents whose proposals are judged acceptable for award may be required to make a Respondent presentation to the evaluation committee.

5.10 Disclosure of Respondent's Response

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Department will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Department, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Respondents in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

5.11 Restrictions on Communications with University Staff

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Respondents are not allowed to communicate about the subject of the RFP with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Officer representing the University administration, or others authorized in writing by the Purchasing Office and

- University Representatives during Respondent presentations.

If violation of this provision occurs, the University reserves the right to reject the Respondent's response to this Solicitation.

5.12 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Respondents. The University of Alabama will provide no reimbursement for such costs.

5.13 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference. All proposals are subject to an open records request.

5.14 Alternate Proposals

Respondents may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

5.15 Oral Representation and Past Practice

Respondents should not base any portion of their proposal on any oral representations or actual/perceived past practices not specifically identified within this RFP or subsequent official addenda.

5.16 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

5.17 No Contingent Fees

No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

5.18 Proposals Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Department, signed by the Respondent. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

5.19 Errors/Omissions

The University of Alabama is not liable for any errors, omissions or misinterpretations in responding to the RFP.

5.20 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

5.21 Entire Agreement

The Request for Proposal (RFP) and any subsequent addenda issued by the Purchasing Department shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Respondent's response accepted by the University shall be the entire agreement between the parties.

5.22 Governing Law

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the State of Alabama, and all other local governments, public authorities, boards or offices relating to products and/or services provided, the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The Contract shall be governed by Alabama law without regard to its conflict of law provisions.

The University does not consent to binding arbitration. Exclusive jurisdiction and venue of any claims which are not barred by immunity, nor required to be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa), or the Circuit Court of Tuscaloosa County, Alabama

5.23 Taxes

Contractor shall bill and collect sales taxes, if applicable, on all services for which Contractor collects revenue from customers.

Contractor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

5.24 Reports and Auditing

The University or the University's designated representative shall have the right to conduct quality audits of Contractor operations throughout the term of this contract. The results of said quality audit shall be shared with Contractor and used for setting operating and financial goals.

Contractor providing financial services under any Contract shall maintain accurate accounting records for all services provided there under, and shall retain all such records for a period of at least seven (7) years following termination of the Contract. Upon providing a ten (10) calendar day notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or documents pertaining to the Contract. It is expected that a room with a table and chairs along with requested records will be made available to the auditors. The University of Alabama will not be responsible for any expenses you incur as a result of such audit. The University's audit rights shall extend throughout the term of the Contract and for a period of at least seven (7) years thereafter.

Contractor shall submit (if requested) operating statements to the University for each accounting Period and maintain books and records in accordance with generally accepted accounting principles.

5.25 Termination for Convenience

The University of Alabama, Purchasing Department, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

5.26 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

5.27 Assignment

Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

5.28 Premises, Equipment and Maintenance

Premises and Equipment

Contractor shall take reasonable and proper care of any Premises and equipment furnished to the Contractor by the University and return them to University at termination of the Agreement.

Any modifications to the existing Premises must receive written authorization from the Assistant Vice President for Construction and be in compliance with all applicable State and Federal codes as well as University policies.

Condition of Premises and Equipment

Premises and equipment provided by University for Contractor use shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). University agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. This provision shall survive the termination of this Agreement.

Utilities, Sanitation and Janitorial Service

The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

Contractor’s Responsibilities:

Contractor shall be responsible for housekeeping and sanitation for Premises. When Contractor provide services in non-Premise locations, Contractor shall be responsible for cleanup of service areas. During operating hours, Contractor shall continuously clean area as per standard health sanitation requirements.

University's Responsibilities:

University will provide electricity, phone lines, internet service connection to contractors own private provider network, gas, sewer, water, and trash removal for Premises. University will not be held responsible for any disruption of utility services beyond University’s control, including but not limited to, Acts of God, accidents, or repairs. University shall be responsible for housekeeping and sanitation in customer traffic areas and the cleaning of all floors, windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). University shall provide and maintain adequate fire extinguishing equipment for the Premises, and pest control. University shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor.

Maintenance of Premises and Equipment

University shall provide maintenance personnel and outside maintenance services, parts and supplies required to maintain the Premises and University-owned equipment at the University's expense.

Equipment repairs by vendor other than the Contractor require a purchase order, in advance of the repair. Repairs over $15,000 are subject to the State of Alabama bid law. When any maintenance or repair is due to Contractor or Contractor's employee negligence, University shall bill Contractor for the expense.

5.29 Employees

Personnel Obligations

Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

Background checks/drug testing

Contractor shall conduct a thorough background check on all employees providing service to the University, which shall include drug testing.

Employee Conduct

Contractor employees must conduct themselves at all times in a pleasant, courteous manner toward the public, providing excellent customer service. Operations shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others.

Contractor and its employees will comply with all applicable ethical standards.

Contractor Personnel Responsibilities

Contractor shall be responsible for the acts of its employees and agents while performing services for The University of Alabama. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the University's premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees. The University may choose to repair any damage that it or its employees or agents may cause to the University's premises or equipment.

When the University makes a repair to such damage, the Contractor shall reimburse the University promptly for the cost of the repair.

Contractor must provide The University of Alabama with a written procedure on how the Contractor handles personnel complaints. The Contractor's supervisors upon notification by The University of Alabama will handle any complaint, deemed by The University of Alabama to be of serious nature. Contractor's supervisors will provide a written response of the outcome of the complaint to The University of Alabama within a reasonable amount of time.

The University shall have the right to review and advise Contractor, in writing, regarding the employment and retention of Contractor's personnel for the implementation of this Agreement. The Contractor acknowledges that it has sufficient personnel to transfer to the University on an as-needed basis to fulfill the obligations of this agreement. Notwithstanding the above, the University may submit written requests to remove or reassign personnel for good cause and Contractor shall comply. As well, Contractor must have standard documented disciplinary procedure.

5.30 Customer Surveys after Contract Award

The University prior to survey administration shall approve all customer survey instruments and collection processes. Survey results shall be shared in writing with the University along with the survey instrument and data collection process. Contractor shall conduct customer surveys at least one time

each academic year.

5.31 Advertisement of Service

Contractor will be responsible for advertising products and/or services to the University campus. Advertisement must be reviewed by the University Purchasing Department and approved prior to distribution (paper or electronic). All costs will be at the Contractor's expense.

5.32 Parking

Contractor's full-time and part-time staff members will be required to purchase a faculty and staff parking permit. Permits are available through Transportation Services located in Student Services Center, Room 103, Monday – Friday, 7:45 a.m. until 4:30 p.m.

5.33 Patents, Copyrights and Trademarks

Contractor shall protect the University from all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

5.34 University Visual Identity

Contractor must adhere to all University of Alabama Visual Identity Guide. University Visual Guide is maintained by the University Public Relations Department and can be viewed at http://visualid.ua.edu/.

5.35 Supplier License

Any contractor providing products to the University that includes a University logo or insignia must obtain an Internal Campus Supplier License from Collegiate Licensing. For information regarding how to obtain an Internal Campus Supplier License, please go to the University of Alabama Licensing Division website: http://www.rolltide.com/licensing/home.html.

5.36 Availability of Funds

All terms and conditions of the contract are contingent upon the availability of funds and the University reserves the right to increase or decrease service as conditions and availability of funds dictate.

5.37 Non-Exclusive Contract

The contract resulting from this RFP is a non-exclusive and contractor acknowledges that nothing in this contract shall prohibit the University from entering into contracts similar to this one for other areas of the University.

5.38 PCI Compliance/Safeguarding Obligations

If the successful contractor accepts credit cards for products and services in this RFP, the successful Contractor agrees to comply with all applicable Payment Card Industry Data Security Standards ("PCI Standards") and Contractor shall defend and hold The Board of Trustees of the University of Alabama, its designated representatives and their officers, agents and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of a Contractor's failure to meet any of its obligations under such PCI Standards. Contractor shall fully cooperate with UA in all reasonable requests related to PCI Standards compliance. Contractor shall submit a copy of its certification of PCI compliance.

To the extent the contract which may be awarded by this RFP will allow the Contractor to have access to customer information, as that term is defined in 16 C.F.R. §314.2(b), which is required to be protected under the Gramm-Leach-Bliley Act (15 U.S.C. §6801-6809) as well as credit card information received in the course of business by the University, then the Contractor agrees to comply with and adhere to the

terms and provisions described in General Terms and Conditions No. 33 which shall form a material part of the awarded contract.

Safeguarding Rules of the Gramm-Leach-Bliley Act may be viewed: http://purchasing.ua.edu/purchvendinfo.html Click on: General Terms and Conditions, No. 33

5.39 Insurance

See **Appendix - Insurance Requirements**

The successful Respondent shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the Appendix - Insurance Requirements.

The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request and prior to a purchase order or contract being issued.

The University reserves the right to terminate any resulting contract, if the Respondent fails to keep these policies in force for the above amounts or for the duration of the contract period.

The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

5.40 State Of Alabama Immigration Law Compliance

Contractor must provide written certification they are in compliance with Section 9 of the Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance or 2) successful bidder's one-page E-verify Employment Eligibility Verification form.

6.0 PROPOSAL FORMAT AND CONTENT

6.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Respondents should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Respondents use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Respondent Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information
- Criteria 6 – Attachments to be included with proposal
- Appendix – Insurance Requirements
- Appendix – Certification of Compliance with Immigration Law
- Appendix – E-Verify
- Appendix – Disclosure Statement

Please note: All Appendices require a response as specified in each. All Attachments are for informational purposes only.

6.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form

Respondent shall sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Department. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that, the signer is authorized to bind the principal Respondent.

6.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Respondent. It shall include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Respondent. If no addenda have been received, a statement to that effect should be included.

2. A statement that the Respondent's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

3. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

4. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

5. A statement that identifies the Confidential Information such as Financial Statements

6. A statement of compliance with all requirements of the RFP specifications

7. Provide a copy of your software EULA, if applicable.

Note: Respondents shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

6.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

6.5 Criteria 1 - Respondent Qualifications

The purpose of the Respondent Qualifications section is to determine the ability of the Respondent to perform the requirements of this Request for Proposal. Respondents must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Respondent must provide, in writing, a statement that the Respondent has been regularly and continually engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation.

2. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) percent of the Contract price, **if required**. This bond will be used to secure the completion of the project should the successful Respondent default for any reason. Each Respondent required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful Respondent, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the Contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful Respondent. Failure to provide the bond letter or bond may eliminate your bid from consideration in the bid award.

3. Respondent's proposal shall provide evidence of technical experience, facilities, organization, and support staff that will be assigned to the University to provide the products and services outlined within the RFP specifications.

4. Respondent shall provide an organizational chart and proposed management team for this account.

5. Respondent shall provide a statement of compliance with all requirements of the RFP specifications.

6. Respondent shall provide the company's legal name, corporate officers, national and regional office addresses, phone and fax numbers.

7. Respondent shall provide the names, positions and technical experience of the company representatives that will be involved in the installation, training and implementation of equipment or systems at The University of Alabama.

8. Respondent shall provide information related to Respondent's size and financial stability.

9. Respondent shall provide a brief history of the company and any affiliation that you have with other companies including industry strategic and/or certified partnerships and the nature and duration of each relationship.

6.6 Criteria 2 – Product/Services Defined

Respondents are expected to review product and service requirements in Section 4.0 and describe in detail how Respondent will fulfill these requirements including, but not limited to products and services to be provided and personnel to be assigned to the University. **Respondent must meet or exceed all the required specifications in section 4.0 to be considered in the RFP award process.**

1. Respondent Compliance

   If a respondent plans to utilize a subcontractor(s) to fulfill any portion of the responsibilities outlined within the RFP, each subcontractor must be identified and the qualifications of each firm must be outlined within the proposal submitted. The exact role the subcontractor(s) is to play in the performance of the Contract that may result from this RFP should also be detailed within the proposal. Proposals will be considered only from companies that can prove to the University that they are capable of fulfilling the requirements of the RFP. The burden is on each respondent to submit proof of its qualifications and the quality of the product and services that it is offering if its proposal is to be considered by the University. The subcontractor must be willing to comply with the Immigration Law.

   The requirements should be answered in the order in which they are listed and followed by the responses to the questions listed below. References to websites, URLs, or documents not included in the Proposal are not acceptable responses. Any additional detail or information you wish to be included, which is not required should be included in Additional Information.

2. Products and Services

   Respondents shall include with the proposal a detailed description of the following items. The information provided for each system will be evaluated by the University and will be a consideration in the award of the contract. Provide the information for the requested systems below and then any additional system

   Bidder shall provide detail information about each system their company is quoting, including technical product information, all components necessary for fully functioning system and schematics of how this system would integrate into the University's buses – NOVA and Eldorado. If the year model changes the schematics, then the information should be supplied by the year model as well as brand of bus.

   Two Nova buses in the University's fleet already have existing Nova Next StopITS bus systems.

   A. Automated Voice Annunciation System:

      1. Is your automated voice annunciation system fully automated and explain how it operates.

      2. What hardware, software and components are necessary for the system to be fully operational?

      3. How does the system identify/ determine the location at which an announcement should be made?

      4. How many stops and announcements can your system support? Can your system provide announcements for major stops, key transfer points, fixed routes, additional special event routes, destinations and public service announcements?

5. What information can your system provide during an announcement?

6. What triggers each type of announcement?

7. Explain how your announcement system works with regards to separate announcements internal or external or both at the same time?

8. Explain how your system can integrate with the existing speakers on the buses to make external announcements. If the existing speakers cannot be used, explain what speakers are necessary and how they would be mounted.

9. Can your system interface and trigger the existing Luminator -TwinVision interior electronic signage for hearing impaired announcements or would your system a different signage? Please explain how the system will integrate with the existing signage or what signage will be necessary for your system.

10. Please explain how it is possible with your system for the driver to override the automated announcements?

11. Explain how the announcements are programmed and transfer to the speakers and signage.

12. How does your system handle tricky pronunciations?

13. Does your system allow for the creation of custom dictionaries? How many words can it accommodate?

14. Does your system allow for additional languages? If so, what languages and how many words for each additional language?

15. What are the lowest and hottest temperatures that your system can withstand and remain fully functional without damage?

16. What humidity can your system tolerate and remain fully functional without damage?

17. How is your system protected from the vibration and shock forces associated with the travel of the buses?

18. What are the voltage requirements of your system?

19. What is your system warranty? Do you offer a maintenance agreement?

20. Explain how your system can integrate with the existing Nova ITS systems on two buses. If not possible, explain why.

B. Automated Passenger Counting System

1. Explain how your passenger counting system works? Is it fully automated? Does it integrate with other bus systems?

2. What hardware, software and components are necessary for the system to be fully operational?

3. Please explain how your system automatically upload reports to server

4. How is your system configured? What information does it gather? What reports can it provide?

5. What are the lowest and hottest temperatures that your system can withstand and remain fully functional without damage?

6. What humidity can your system tolerate and remain fully functional without damage?

7. How is your system protected from the vibration and shock forces associated with the travel of the buses?

8. What are the voltage requirements of your system?

9. What is your system warranty? Do you offer a maintenance agreement?

10. Explain how your system can integrate with the existing Nova ITS systems on two buses. If not possible, explain why.

C. Vehicle Reporting, Hosting and Management System

1. Explain how your vehicle reporting, hosting and management system works? Is it fully automated? Does it integrate with other bus systems?

2. What hardware, software and components are necessary for the system to be fully operational?

3. Please explain how your system automatically upload reports to server

4. How is your system configured? What information does it gather? What reports can it provide?

5. What are the lowest and hottest temperatures that your system can withstand and remain fully functional without damage?

6. What humidity can your system tolerate and remain fully functional without damage?

7. How is your system protected from the vibration and shock forces associated with the travel of the buses?

8. What are the voltage requirements of your system?

9. What is your system warranty? Do you offer a maintenance agreement?

10. Explain how your system can integrate with the existing Nova ITS systems on two buses. If not possible, explain why.

D. Other Systems

Provide the name of the system and the following information for each additional system your company is interested in quoting that integrate with the above systems:

1. Explain how your system works? Is it fully automated? Does it integrate with other bus systems?

2. What hardware, software and components are necessary for the system to be fully operational?

3. Please explain how your system automatically upload reports to server

4. How is your system configured? What information does it provide?

5. What are the lowest and hottest temperatures that your system can withstand and remain fully functional without damage?

6. What humidity can your system tolerate and remain fully functional without damage?

7. How is your system protected from the vibration and shock forces associated with the travel of the buses?

8. What are the voltage requirements of your system?

9. What is your system warranty? Do you offer a maintenance agreement?

10. Explain how your system can integrate with the existing Nova ITS systems on two buses. If not possible, explain why.

E. Explain your desktop preview program for testing each system that your company is quoting.

F. Explain your proposed installation schedule based on the dates in Section 5.1

6.7 Criteria 3 – Financial Proposal

1. The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Products and Services to be provided in Section 4.0. All costs associated with the RFP for which the University is responsible must be included.
    - All costs are to be included in the system pricing to make the system fully operational, including but not limited to: equipment, labor, travel, hardware, , any upgrades to existing equipment or components, software, programming and testing related to each system shall be in the system pricing.
    - Pricing should be itemized per system per bus
    - Maintenance agreements for each system should be quoted separately by the bus and system.
    - Proposal for each system should provide pricing for the purchase of new equipment and related costs for future buses that the University may purchase.
    - Proposal for each system should provide pricing for the removal of each system from bus removed from service and put in a new replacement bus.
    - Proposal should include cost of removing Nova Next Stop System from two buses, should this be necessary.

2. Respondents should be creative in presenting various alternatives for providing services at the least possible cost to the University. The University will select the financial option that best meets the overall needs of faculty, staff, and students.

6.8 Criteria 4- Evidence of Successful Performance and Implementation Schedule

1. Respondent shall provide at least five (5) business references, preferably from the management of other higher education customers for whom the contractor has provided products and services similar to those outlined within the RFP specifications. The Respondent must grant permission to the University to contact the references. If prior permission is required of, the Reference in order to provide this information the vendor must obtain permission to include this information with the proposal. For each reference, include:

    - Company Name
    - Principal in charge
    - Address, phone number and email addresses of the Reference
    - Type of facility

- Length of time services have been used
- Size and brief description of work performed

2. Provide references to or attach copies of any unsolicited industry press, which demonstrate your firm's commitment to continuous product development, and a proven record of accomplishment of customer satisfaction. This information may include but is not limited to trade publication articles, third party reviews, awards, citations, case studies, or benchmark reviews by research organizations.

3. Respondent shall provide an implementation and transition schedule for the proposal submitted, when relevant to the RFP project.

6.9 Criteria 5- Other Additional Information

1. Please provide any additional information that the Respondent feels should be considered when evaluating their proposal.
2. Respondent may present any creative approaches that might be appropriate. The Respondent may also provide supporting documentation that would be pertinent to this RFP.

6.10 Criteria 6 – Attachments Included with Response

- Certificate of PCI Compliance
- Insurance certificate
- Certificate of Compliance or E-Verify document
- Disclosure Statement
- EULA, contract, maintenance agreements etc.

7.0 PROPOSAL EVALUATION PROCESS AND AWARD

7.1 Proposal Evaluation Criteria

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the RFP document and shall be addressed under the relative RFP specification number.

- Qualifications, experience and past performance of Respondent as determined by Respondent's background information and references.
- Ability to meet specifications as described herein, compliance with terms and conditions.
- Responses to questions found throughout the RFP
- Service and pricing proposal
- Product quality, warranties, workmanship
- Additional financial considerations and terms of proposal financial stability
- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal
- Oral Presentation (May or may not be needed)

7.2 Evaluation Process

The University intends to award this contract to the Respondent submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. Respondent bears sole responsibility for the items included or not included in the response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation. The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/ requirements of this RFP.

The University shall make such investigation, as it deems necessary to determine the ability of the Respondent to provide the specified service, equipment and/or perform the requirements of this contract in an excellent manner.

The University of Alabama reserves the right to accept in whole or in part the proposal or reject any or all proposal responses received as a result of this Request for Proposal and to waive any informalities in the evaluation award process, whichever it deems, in its sole discretion, to be in the best interest of the University

A waiver of a requirement is at the University's option and if granted, will be granted to all Respondents. Additionally, the changing of any specification within this RFP will be provided to all Respondents equally.

Any award made based on responses to this Request for Proposal is contingent upon available funding. A pre-award conference will be held with the contract Respondent(s) prior to the final award being made.

7.3 Competitive Negotiation

After all qualified proposals that are submitted have been evaluated, the University will negotiate with the Respondent(s) that the University feels has provided the most attractive proposal(s).

All Respondents should note that the University reserves the right to request necessary modifications, accept or reject any or all proposals submitted and to make a contract award to the Respondent that the University determines, in its sole discretion, has provided the proposal that best meets that the University's needs. The University also reserves the right to waive informalities in the proposal's evaluation process. All responders should review carefully the RFP requirements and develop a proposal that, at a minimum, meets the expectations outlined herein.

Respondent(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Department. All information-received prior to the cut-off time will be considered part of the Respondent's Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Respondent from full compliance with the RFP specifications and other contract requirements if the Respondent is awarded the contract.

7.4 Appearance Before Committee

Any, all or no Respondents may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Respondent(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

7.5 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

7.6 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

7.7 Rejection

Grounds for the rejection of proposals include, but shall not be limited to:

1. Failure of a proposal to conform to the essential requirements of the Request for Proposal.

2. Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Respondent's liability to the University on the contract awarded on the basis of such solicitation.

3. Receipt of proposal received after the closing date and time specified in the RFP.

THE UNIVERSITY OF ALABAMA

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Contractor's responsibility to verify compliance of their company's insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

Contractor shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Contractor has the option to purchase property insurance on property, loaned, leased or rented to the University and the cost of insurance shall be the obligation of the contractor.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If Contractor is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Contractor. The University reserves the right to review and revoke self-insure status, if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Contractor entity is acquired or there is any change in the ownership structure.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation (Coverage A)	Statutory – Alabama (or state of residence)
Employers Liability (Coverage B) – Per Occurrence	$ 500,000
Commercial General Liability: Each Occurrence – Premise/Operation Personal and Advertising Injury Products/Completed Operations Limit General Aggregate	 $1,000,000 $1,000,000 $1,000,000 $2,000,000
Commercial Business Automobile Liability	Not Required
Professional Liability/ Tech E&O	$1,000,000

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best's rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

> *The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.*

The certificate holder will be: <u>The University of Alabama</u>, c/o Purchasing Dept., Box 870130, Tuscaloosa, AL 35487-0130, ATTN: Pollye Hardy. A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Contractor, which may limit or exhaust any aggregate limits by more than 20%, the University shall be notified within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

In the event the Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor must provide immediate written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University's insurance requirements is provided. The Contractor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by the University.

THE UNIVERSITY OF ALABAMA

STATE OF ALABAMA IMMIGRATION COMPLIANCE LAW

Compliance Notice.

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

State of Alabama Immigration Law (Act 2011-535)

The successful contractor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535).

One of the two required documents must be submitted prior to issuance of a University contract or purchase order. Please complete and submit the form or document that applies to your company.

Complete this document only, if your company is <u>not</u> located in Alabama and your company does <u>not</u> have employees or subcontractors that work in the State of Alabama.

- Certification of Compliance and affidavit forms included with this solicitation (*see Appendix – Certification of Compliance*)

Complete the E-Verify document online, if your company is located in Alabama or your company has employees working in Alabama

- Contractor's one-page E-verify Employment Eligibility Verification form (*see example included in Appendix - E-Verify*).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

If you are **not** currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide

THE UNIVERSITY OF ALABAMA

CERTIFICATION OF COMPLIANCE
WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company) certifies to the Board of Trustees of the University of Alabama that the Company does not employ an individual or individuals within the State of Alabama.

_____

SIGNATURE OF COMPANY OFFICER

_____

PRINT COMPANY NAME

_____

PRINT NAME OF COMPANY OFFICER

_____

PRINT TITLE OF COMPANY OFFICER

_____

DATE

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Cases
Profile Edit
Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

View/Edit

Company Name:

Company ID Number:

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1:

Address 2:

City:

State:

Zip Code:

County:

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number:

Total Number of Employees: Parent Organization:

Administrator:

Organization Designation:

Employer Category:

Federal Contractor Category:

Employees being verified:

NAICS Code: View/Edit

Total Hiring Sites: View/Edit

Total Points of Contact: View/Edit

View MOU

THE UNIVERSITY OF
ALABAMA

DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _____

2. Name of Contractor/Grantee: _____
Address: _____
_____
Telephone: _____
Fax: _____

3. Nature of Contract/Grant: _____
_____
_____

4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.

_____
_____
_____

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request. The

above information is true and accurate, to the best of my knowledge.

_____
Signature of Authorized Agent of Contractor/Grantee

Date: _____

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu